

Remarks

Claims 1-45 are currently pending and stand rejected. Claims 1, 14, 20, 26, 30, 37, 41, and 45 have been amended. Claim 22 has been cancelled. The specification has been objected to due to headings in bold and underlined, and the specification has been amended above to address the objection by removing the bold and underlined type. Applicants assert that the claims are now in condition for allowance as set forth more fully below.

Interview Summary

The undersigned participated in a telephone interview with the Examiner on August 4, 2004. During the interview, deficiencies in the Hogan reference relative to subject matter of the present invention were discussed. Namely, it was discussed how Hogan fails to show that the first data that is obtained from a first database is stored in a second database concurrently with a second data from a second data source. Instead, Hogan stores a value resulting from a first value received from an FSP being decremented and stored with second information from a web site rather than storing the first value itself along with the second information. Specifically, Hogan discloses storing the account balance resulting from the purchase along with the purchase information as opposed to storing the initial account balance from the FSP concurrently with the purchase information from the web site. It was agreed that amendments would be made to the claims to more clearly include the subject matter of concurrently storing the first data and the second data within the second database.

Claims Rejections

Claims 1, 4, 20, 22, 23, 30, 32, 33, 37, 38, 41, and 42 stand rejected under 35 USC 102(b) as being anticipated by (US Pat 5,692,132). Claims 2, 3, 5-19, 21, 24-29, 31, 34-36, 29, and 43-45 stand rejected under 35 USC 103(a) as being unpatentable over Hogan in view of various references including Gregory (US Pat 6,490,567), Friesen (US Pat 6,636,863), Ronen (US Pat 5,905,736), and Bauer (US Pat 5,870,759). Applicants respectfully traverse these rejections.

102 Rejections

Claims 1-13

The Office Action has rejected claim 1 by stating that Hogan discloses all of the elements. As explained during the Interview, the Office Action equates the FSP to the first database, the load amount to the first data value, the purchase information as the second data, the purchase site as the second data source, and the memory of the user's computer as the second database.

Amended claim 1 recites, among other things, storing the first data value and the second data value in a second database such that the first data value from the first database and the second data value from the data source are contained within the second database concurrently and persistently, the second database being different from the first database. Thus, the first data value and the second data value are contained within the second database at the same time and continue to be contained within the second database at the same time for a substantial time period so as to be accessible, as opposed to a fleeting moment during a calculation. Therefore, when information is sought about the user from the second database, both the first data value and the second data value are available.

Hogan does not store both the first data value, or load amount, from the FSP and the second data value, or purchase information, from the purchase site in the memory of the user's computer at the same time, and certainly not persistently. Instead, Hogan first stores the load amount, then upon a purchase occurring, the load amount is reduced by the purchase price and the new amount is stored in memory of the user's computer in place of the load amount previously received from the FSP. Only after the load amount has been replaced by the new amount is the purchase information from the purchase site also stored at the user's computer. This is evident from column 9, which states that "the incremented value stored in computer 100 is decreased by the price of the item and this new value is written back onto computer 100 in the balance portion of accounting module 259 of memory 101. Finally, a record of the transaction is also stored in the transaction module of memory 101." Thus, as the record of transaction is stored after the new balance is written back, the initial load amount and the record of the transaction are not stored concurrently in memory.

Even if Hogan could be interpreted to store the record of the transaction for a brief moment prior to writing back the new balance in place of the initial balance or load amount, this is not persistently storing the first data value and the second data value in the memory of the user's computer since the initial load amount is no longer accessible because it has been immediately replaced. Therefore, even if Hogan could be interpreted or otherwise modified to store the transaction record prior to writing in the new balance, Hogan would still fail to disclose all of the features recited in claim 1. Accordingly, claim 1 is allowable over Hogan for at least these reasons.

Dependent claims 2-13 depend from an allowable claim 1 and are also allowable over Hogan and combinations of references based on Hogan for at least the same reasons.

Claims 20-25 and 30-44

The Office Action also stated that Hogan teaches all of the elements of independent claims 20, 30, 37, and 41. Each of these claims now recites that the first data value and the second data value are contained in the second database concurrently and persistently. As discussed above in relation to claim 1, Hogan fails to teach these recitations. Therefore, claims 20, 30, 37, and 41 are also allowable over Hogan for at least these reasons.

Dependent claims 22-25, 31-36, 38-40, and 42-44 depend from an allowable claim 20, 30, 37, and 41, respectively, and are also allowable over Hogan and combinations of references based on Hogan for at least these same reasons.

103 Rejections

Claims 14-19

The Office Action has rejected claim 14 by stating that Hogan teaches all of the elements except for validating the second value and sending the validated second value and the first value to a third database but that Gregory teaches validation of the second value and Bauer teaches sending the values to the third database. However, amended claim 14 recites that the first value and the second value are contained in the second database concurrently and persistently. Hogan fails to teach that the first and second values are contained in the second database concurrently and persistently, and therefore,

combinations of references based on Hogan fail to teach all of the elements recited in claim 14. Accordingly, claim 14 is allowable over the cited combination for at least these reasons.

Dependent claims 15-19 depend from an allowable claim 14 and are also allowable for at least the same reasons.

Claims 26-29 and 45

The Office Action has rejected claim 26 and claim 45 by stating that Hogan teaches all of the elements except a second server coupled to a first server and a third database coupled to the second server in relation to claim 26, and a third database coupled to the second database in relation to claim 45. However, the Office Action states that Bauer discloses a third database coupled to a second server and a third database coupled to the second database.

Amended claims 26 and 45 recite that the first value and the second value are contained in the second database concurrently and persistently. As discussed in relation to claim 14, Hogan fails to teach that the first and second values are contained in the second database concurrently and persistently, and therefore, combinations of references based on Hogan fail to teach all of the elements recited in claims 26 and 45. Accordingly, claims 26 and 45 are allowable over the cited combination for at least these reasons.

Dependent claims 27-29 depend from an allowable claim 26 and are also allowable over Hogan and combinations of references based on Hogan for at least the same reasons.

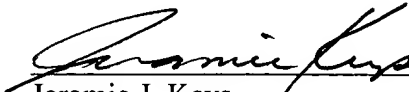
Conclusion

Applicants assert that the application including claims 1-45 is now in condition for allowance. Applicants request reconsideration in view of the amendments and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees beyond a one month extension of time are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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